



CITY COMMISSION WORKSHOP AGENDA

Monday, October 06, 2025 at 5:00 PM

Historic City Hall, Commission Chambers – 225 East Main Street, Suite 105

www.cityofwauchula.gov

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

OPEN COMMISSION WORKSHOP

- 1.** Code Enforcement Update
- 2.** Jessica Rossi - Hwy 17 Corridor Study Update
- 3.** Bay Street Preliminary Plat
- 4.** Interlocal Agreement for Local Fuel Tax
- 5.** Crime Statistics Update from April & October
- 6.** AI Policy

CITY ATTORNEY REPORTS

CITY MANAGER REPORT

CITY COMMISSIONER REPORTS

CLOSE COMMISSION WORKSHOP

REMINDERS

- 7.** City Commission Meeting 10/13/2025 @ 6pm

ADJOURNMENT

October 1, 2024 – September 30, 2025				
Minimum Maintenance	Opened	55	Closed	49
Unsafe Dilapidated Building	Opened	2	Closed	2
Lot Maintenance	Opened	92	Closed	85
NA Inoperable Vehicles	Opened	45	Closed	41
Zoning	Opened	6	Closed	5
TL Holiday Lights	Opened	6	Closed	6
TPSU Storage Containers	Opened	1	Closed	1
AA Airtight Appliances	Opened	2	Closed	2
Drainage	Opened	1	Closed	0
Commercial Vehicles	Opened	1	Closed	1

Fines and Liens Collected \$18,431.62

Amount in Liens recorded \$60,500.00



US17 Corridor Presentation

CITY OF WAUCHULA MEETING

PROJECT GOALS

- Create a vision for the future of the US 17 corridor in Hardee County
- Align land use and transportation strategies with broader community initiatives
- Define key economic development opportunities for the corridor
- Emphasize implementation of stormwater and resiliency, land use and design, transportation, and neighborhood stabilization
- Define prioritized actions that are measurable and achievable

PROJECT STUDY AREA

The Study Area encompasses the municipalities of Bowling Green, Zolfo Springs, Wauchula and the unincorporated community of Gardner. The Study Area was created using parcel-level data to capture where growth and economic activity are most likely to occur along the US 17 corridor.

Fast Facts: Study Area (2025)



24.8
Total Square Miles

4,009
Total Jobs



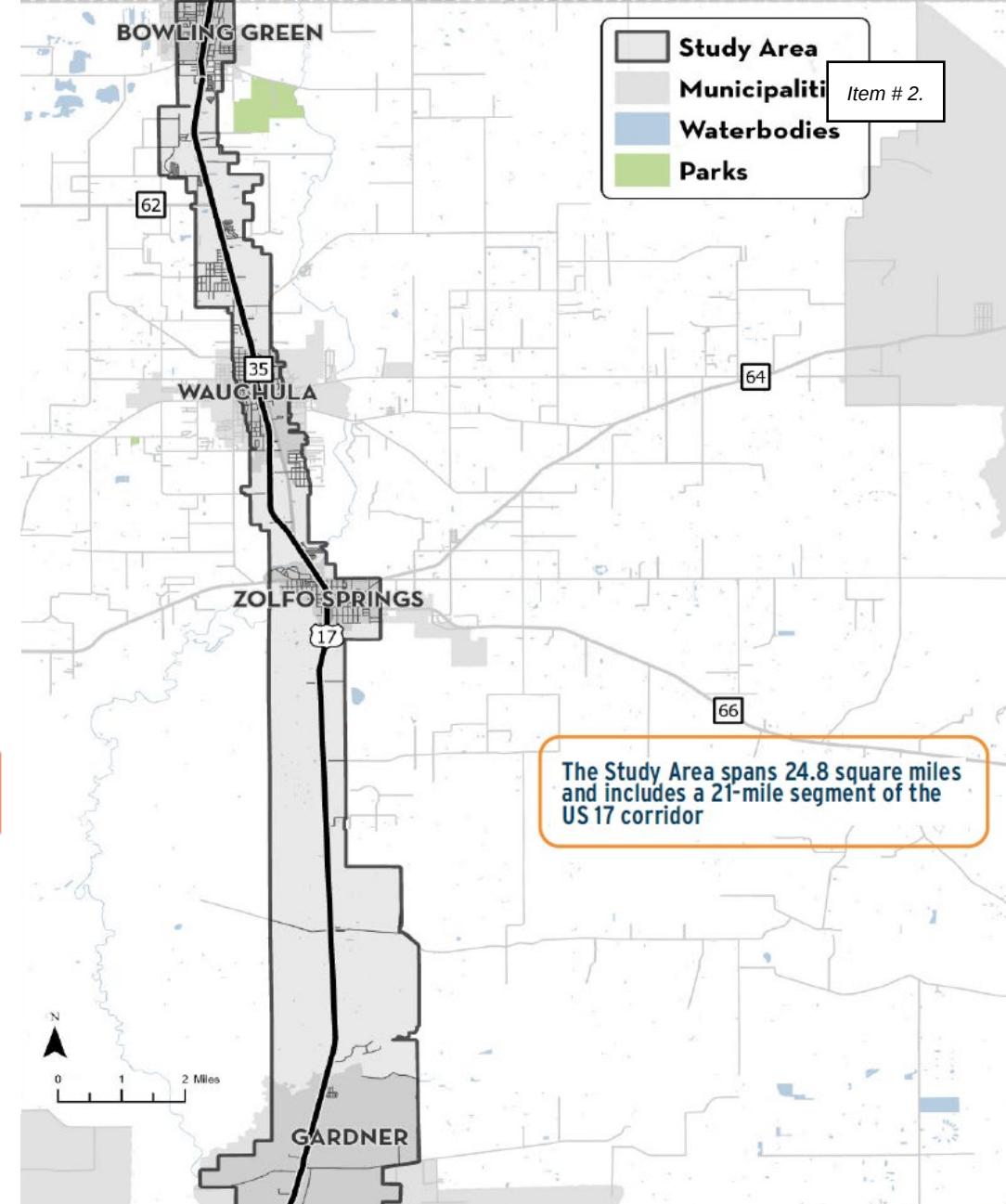
\$57,478
Median Household
Income



8,665
Total Population



\$165,678
Median Housing
Value



PROCESS & SCHEDULE

PHASE 1

Discover



PHASE 2

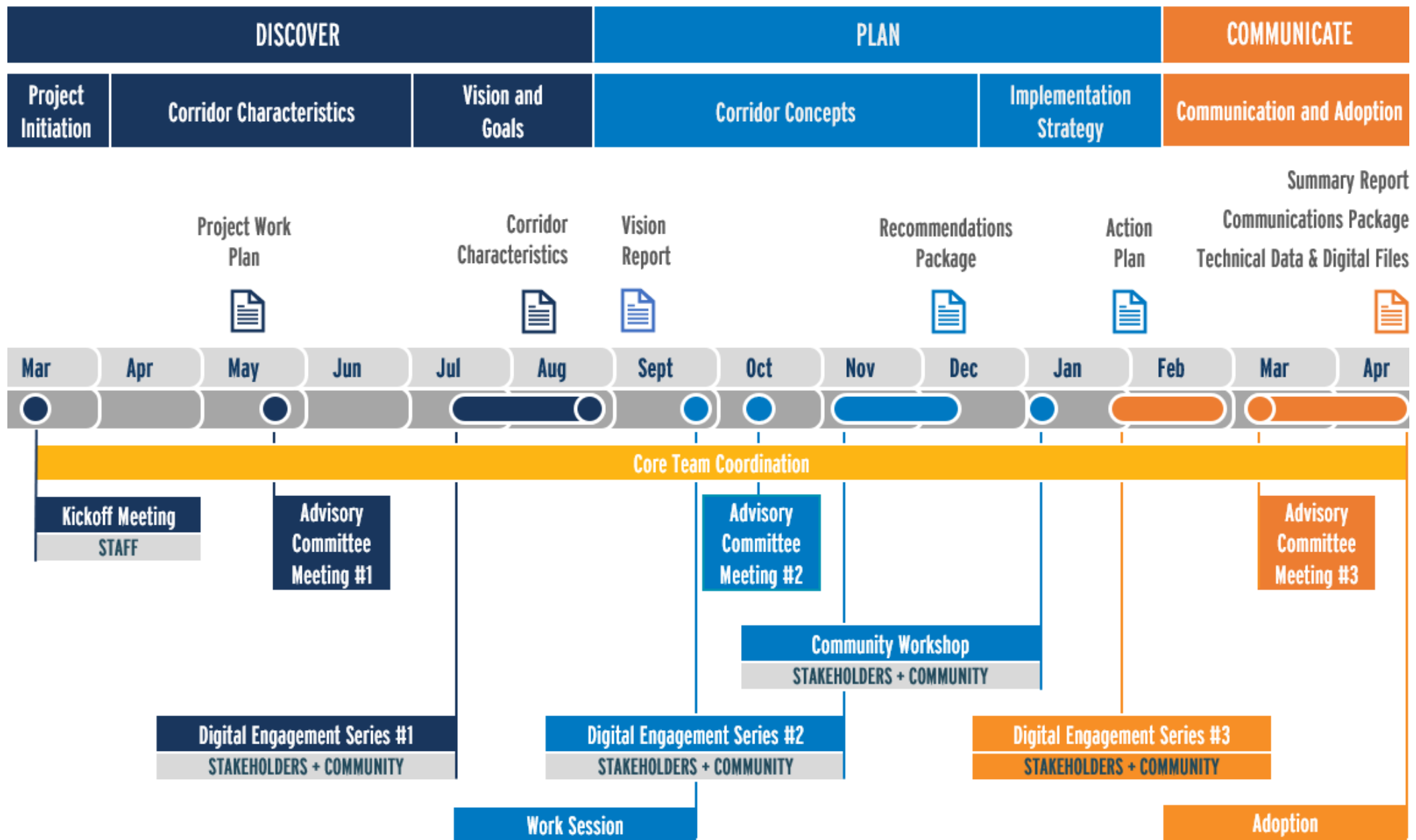
Plan



PHASE 3

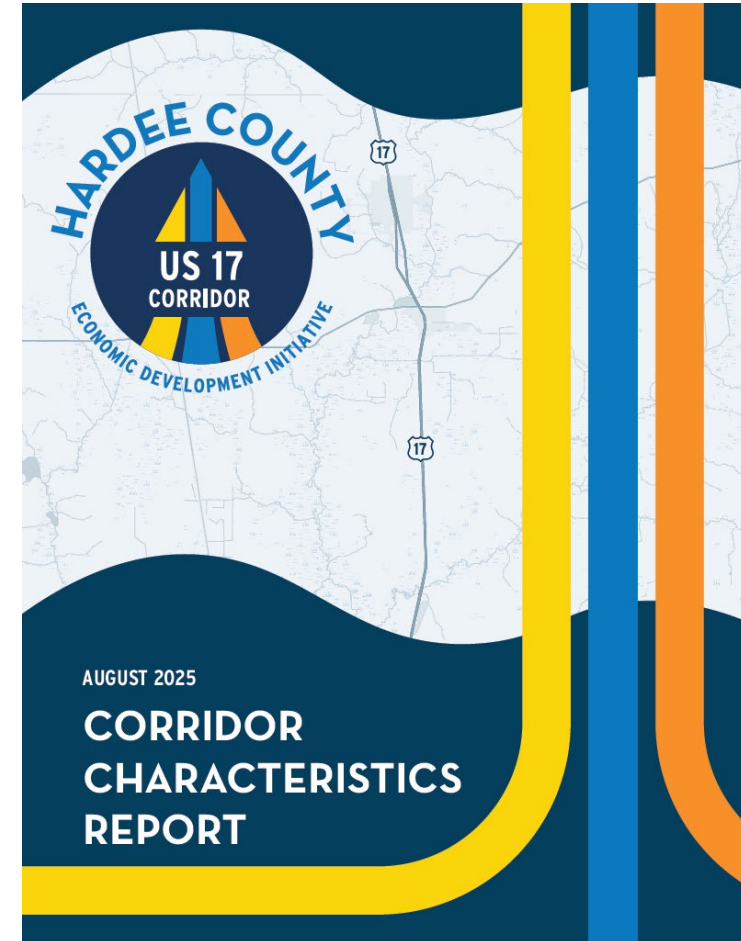
Communicate





COMMUNITY CHARACTERISTICS REPORT

- Existing Plan Review
- Socioeconomic Trends & Projections
- Land Use Screening & Suitability
- Transportation and Mobility Review
- Economic and Housing Review
- Natural and Built Environment Review



COMMUNITY CHARACTERITICS REPORT

Total Population (2025)

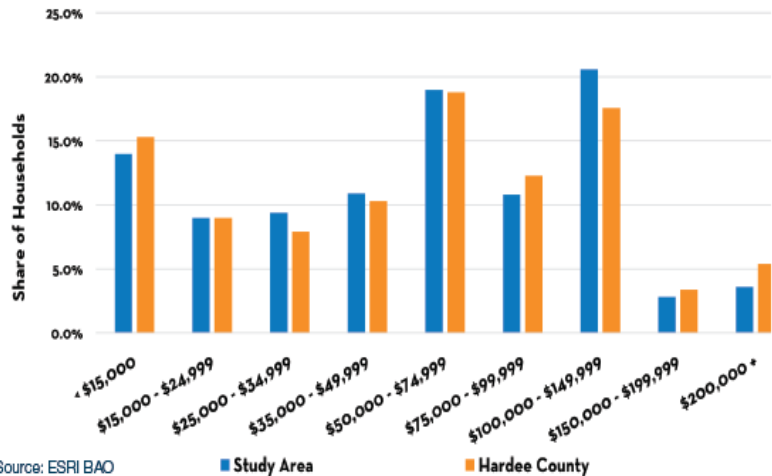
8,665

Study Area

25,184

Hardee County

Income by Households



Source: ESRI BAO

■ Study Area

■ Hardee County

43%

Households earning under \$50,000

\$7,883

Average spent on mortgage and basics

Population by Age (2025)



■ Under 18 (26.7%)

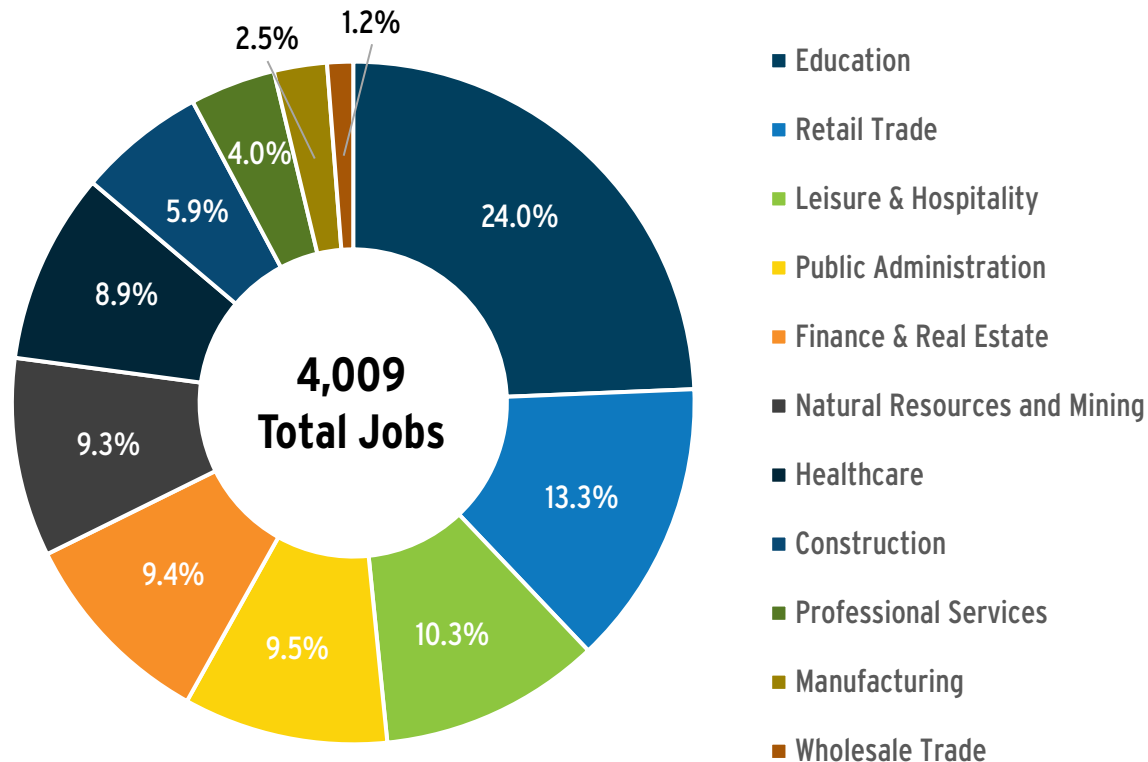
■ Ages 18 to 64 (55.6%)

■ Ages 65+ (17.6%)

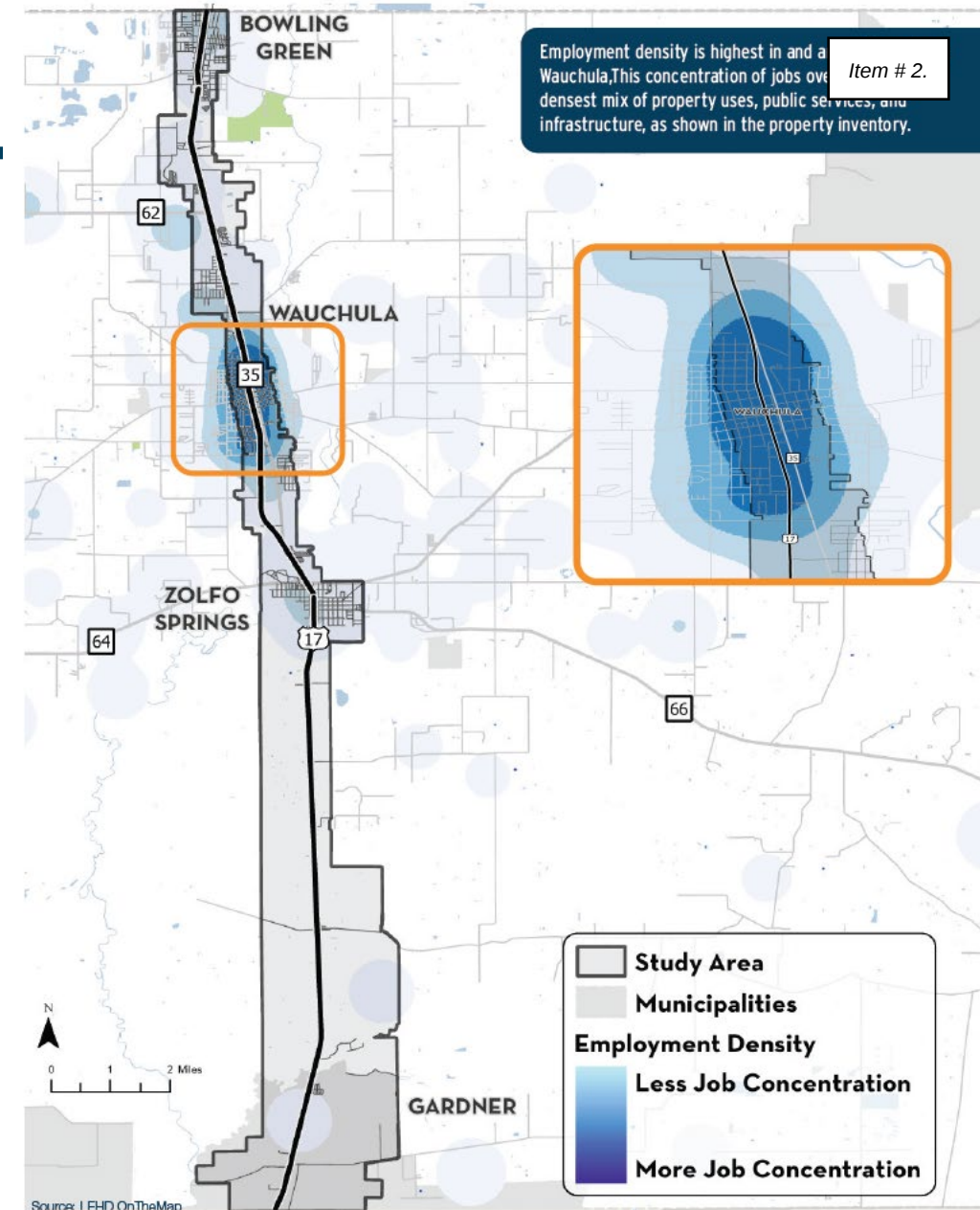
Source: ESRI BAO

COMMUNITY CHARACTERISTICS REPORT

Employment by Sector (2025)



58% of all jobs in Hardee County



Source: FHD OnTheMap

PUBLIC ENGAGEMENT

Who is involved in the process?

Advisory Committee

Public

Stakeholders

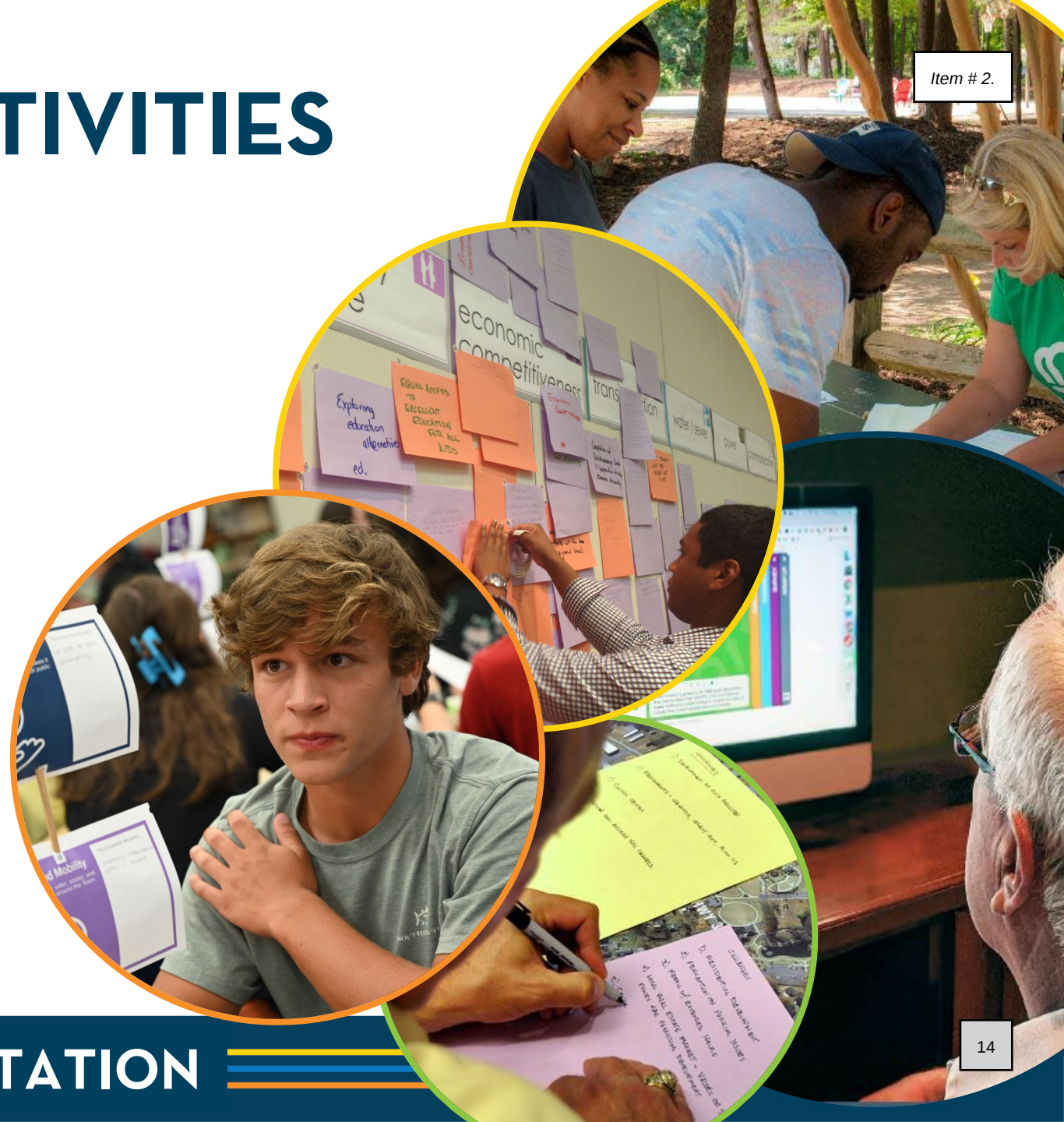
Staff

Elected Officials

Agency Partners

ENGAGEMENT ACTIVITIES

- Project Website
- Digital Engagement Series (3)
- Advisory Committee Meetings (3)
- Updates to Elected Officials (3)
- Community Workshop (1)
- Stakeholder Interviews (3 rounds)
- Pop-Up Events
- Collateral Material



Item # 2.

NEXT STEPS

Fall 2025

- Online Engagement Round #1 Ends
- Final Corridor Characteristics Report Released
- Vision Goal and Statements Drafted
- Commissioner/Elected Official Briefings
- Advisory Committee Meeting #2

Item # 2.





**CITY OF WAUCHULA
PRELIMINARY PLAT
STAFF REPORT**

TO: City of Wauchula Planning and Zoning Board

PREPARED BY: Central Florida Regional Planning Council

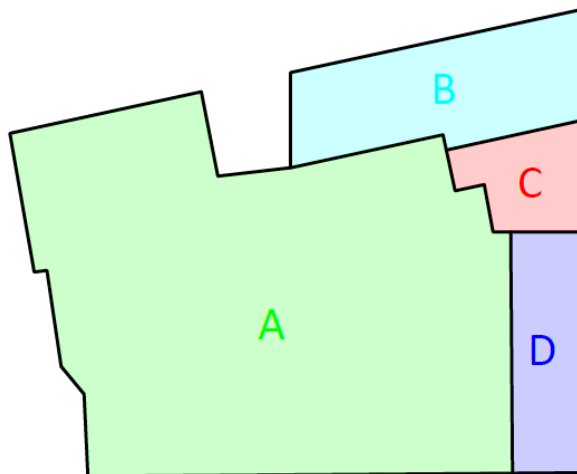
AGENDA DATE: September 15, 2025

REQUESTED ACTION: Consider Preliminary Subdivision Plat Approval for the Bay Street Subdivision, located at the southwest corner of the intersection of Bay Street and 1st Avenue South, further described as parcel 03-34-25-0000-03570-0000.

BACKGROUND:

Traditions Engineering, LLC (applicant) on behalf of Bay Street Wauchula Holdings, LLC (owner) requests approval of a Preliminary Subdivision Plat for the Bay Street Development subdivision for approximately 15.53 acres of land located at the southwest corner of the intersection of Bay Street and 1st Avenue South, further described as parcel 03-34-25-0000-03570-0000. The property has a Future Land Use of Medium Density Residential (MDR) on and a zoning designation of Multi-Family Residential (R-3).

The proposed project includes four development tracts split in two phases (see image below). Phase I includes Tracts A and B. Tract A includes 42 single family units. Tract B includes 16 units within 4 townhouse structures. Tract B also includes the recreational component for the project that is accessed from Phase A by an easement. Phase II includes Tracts C and D, which are identified on this preliminary subdivision Plan as future development. The owner/applicant will have to complete the site plan or subdivision plan process when they are ready to move forward with development on those parcels.



DEVELOPMENT TRACTS			
TRACT A	TRACT B	TRACT C	TRACT D
- 42 UNITS	- 16 UNITS	- 0.76 ACRES	- 1.16 ACRES
- 10.60 ACRES	- 2.08 ACRES		
- 3.96 DU/AC	- 7.69 DU/AC		

PHASE KEY	
PHASE 1:	PHASE 2+:
- TRACT A	- TRACT C
- TRACT B	- TRACT D

PRELIMINARY SUBDIVISION PLAT

Per Section 7.06.05 of the Land Development Code, the purpose of the Preliminary Subdivision Plat (PSP) is to provide sufficient information regarding a proposed development to enable the City to evaluate the proposed subdivision as it relates to the Comprehensive Plan and the Unified Land Development Code, to allow city staff to perform a technical review of all proposed site improvements, and to serve as the basis upon which the final plat is prepared. Upon approval of the PSP, the applicant may prepare construction plans for public infrastructure improvements.

Approval of the Preliminary Plat by the Planning and Zoning Board shall be deemed an expression of approval of the subdivision layout, and nothing more, and a motion shall be so made, and shall be reported to the City Commission. Preliminary Subdivision Plans remain valid for one year from the date of approval.

ANALYSIS

The Preliminary Subdivision Plat is consistent with the Comprehensive Plan and the Land Development Code. As shown on the attached map, the property is located within the area identified as having to meet the building and design standards (Section 2.06.00). These standards are applicable to all uses except those included as "single family" on the Table of Land Uses. The proposed townhouses will have to meet the requirements of this Section.

Category/Use	AG	FR	R-1A	R-1	R-2	R-3	R-4	P-1	HC-1	C-1	C-2	I	P/SP	CON
Single-Family														
Single-family, std. construction and modular	P	P	P	P	P	P	P	P	S	S	S			S
Single-family, manufactured home (mobile home)	P	P					PC							S
Manufactured Home Subdivision							PC							
Mobile Home Park							S							
Single-family, Cluster subdivision (see Section 7.07.01)	S	S	S	S	S	S	S							
Dwelling, Zero Lot Line homes (see Section 7.07.02)	PC	PC	PC	PC	PC	PC	PC							
Duplex, two family					P	P			P	P	P			

The Preliminary Plat is consistent with the intent of the Land Development Code. The roads within the single-family home portion of the project will be public rights-of-way and the road serving the townhouses will be privately maintained.

PROPOSED PRELIMINARY SUBDIVISION PLAT CONDITIONS

The following conditions are recommended for the Preliminary Subdivision Plat:

1. A performance bond must be approved by the City Commission at time of final plat in an amount estimated as sufficient to secure to the City the satisfactory construction, installation, and dedication of all required improvements. The performance bond shall also secure all lot improvements on the individual lots of the subdivision as required by these regulations.
2. The access easement off East Bay Street shall be recorded with the Clerk of the Courts.

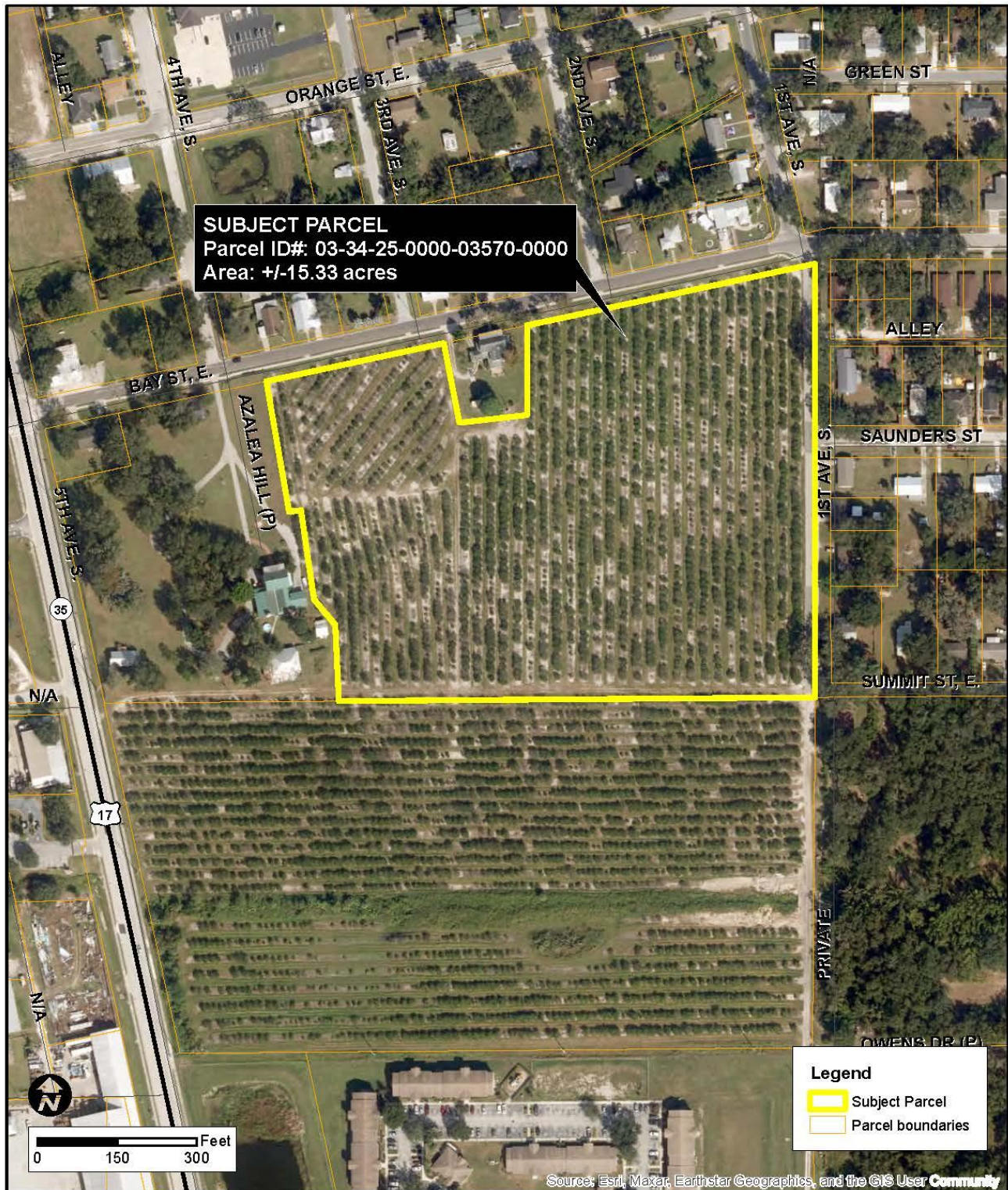
PLANNING COMMISSION MOTION OPTIONS:

1. I move **approval** of the preliminary plat for the proposed Bay Street Subdivision.
2. I move **approval with changes** to the preliminary plat for the proposed Bay Street Subdivision.
3. I move **denial** of the preliminary plat for the proposed Bay Street Subdivision.
4. I move **continuation to a date and time certain**.

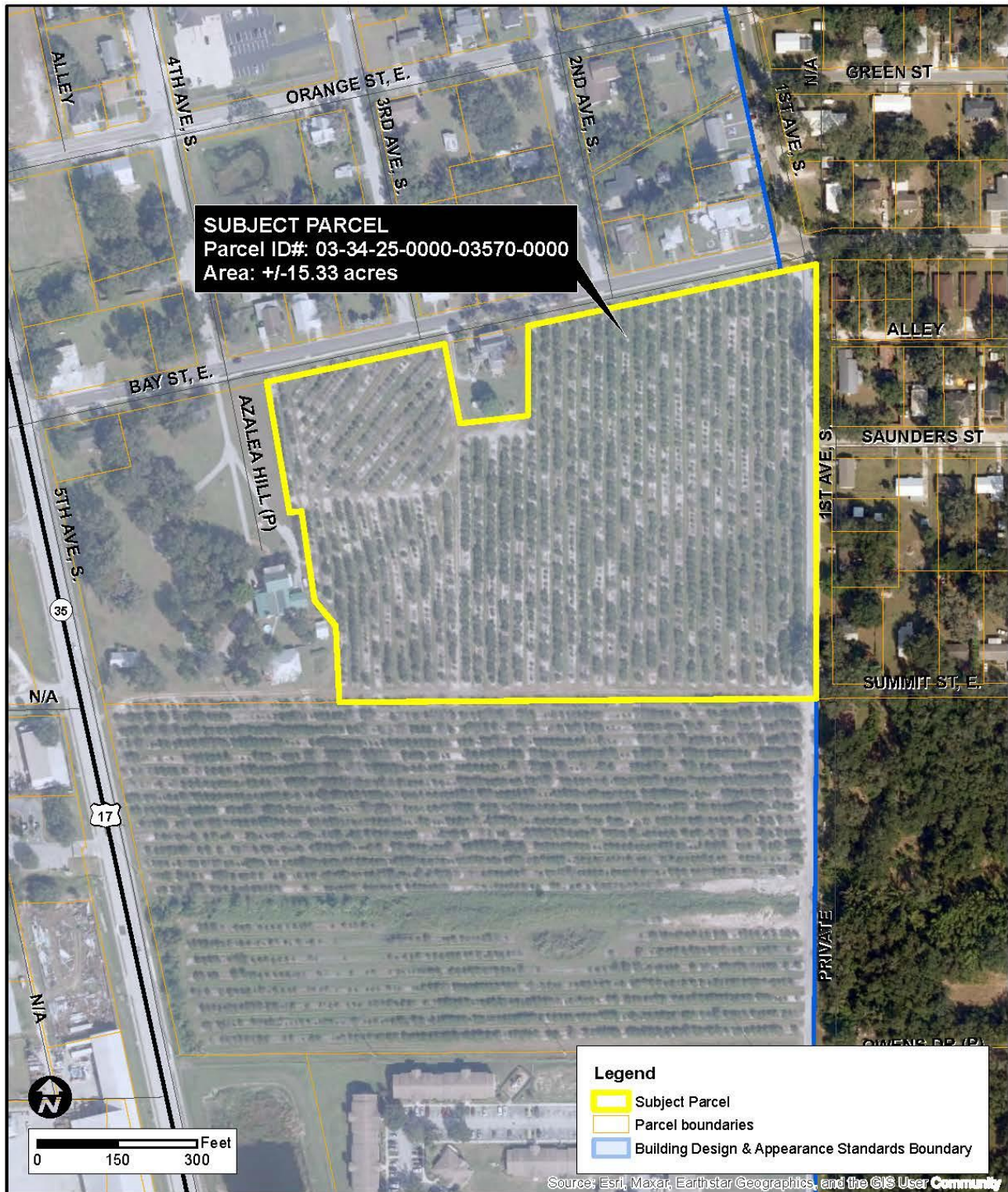
Attachments:

- Aerial Map
- Aerial Map with building and design standards boundary
- Future Land Use Map
- Zoning Map
- Preliminary Plat
- Application

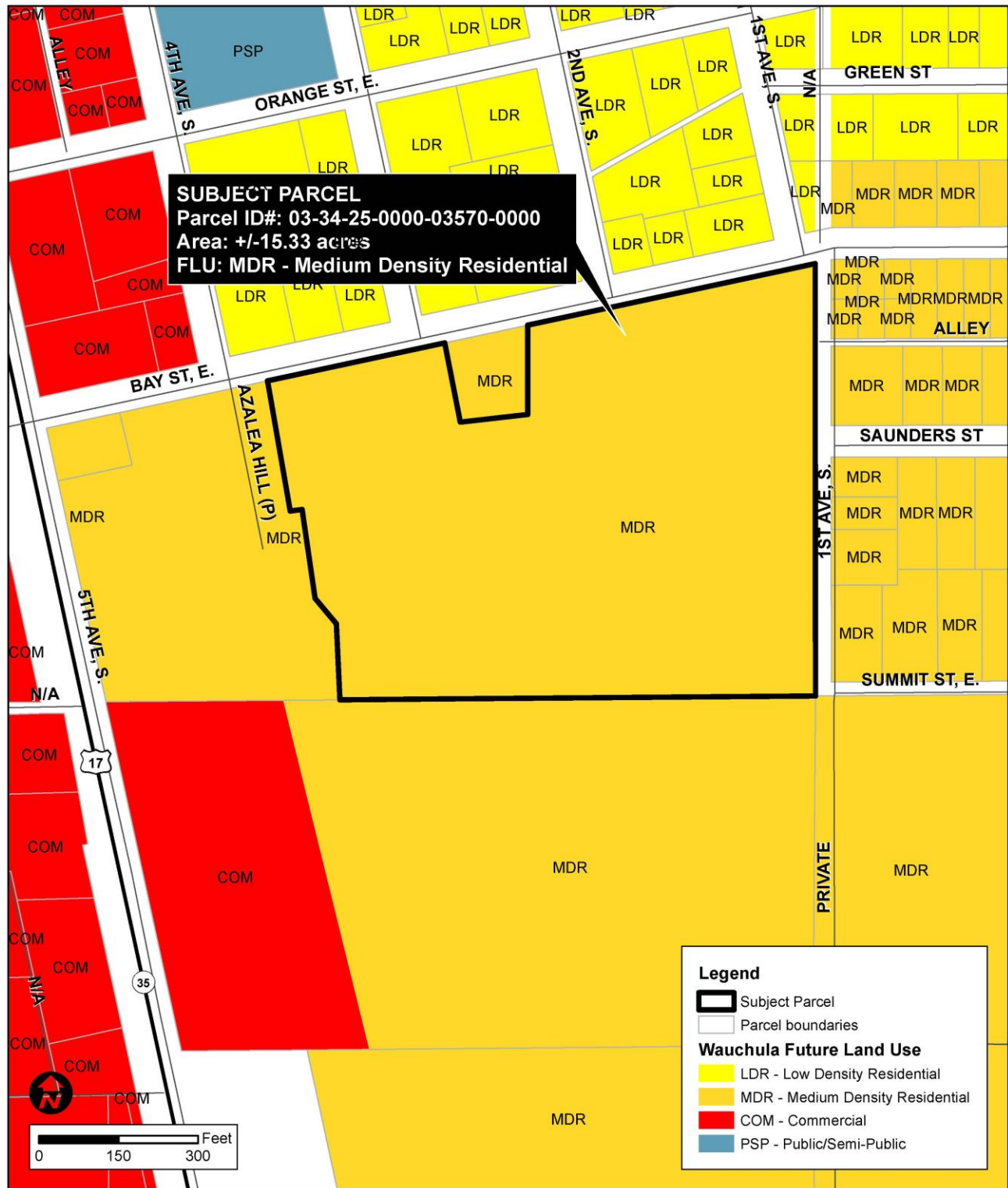
City of Wauchula AERIAL PHOTO MAP



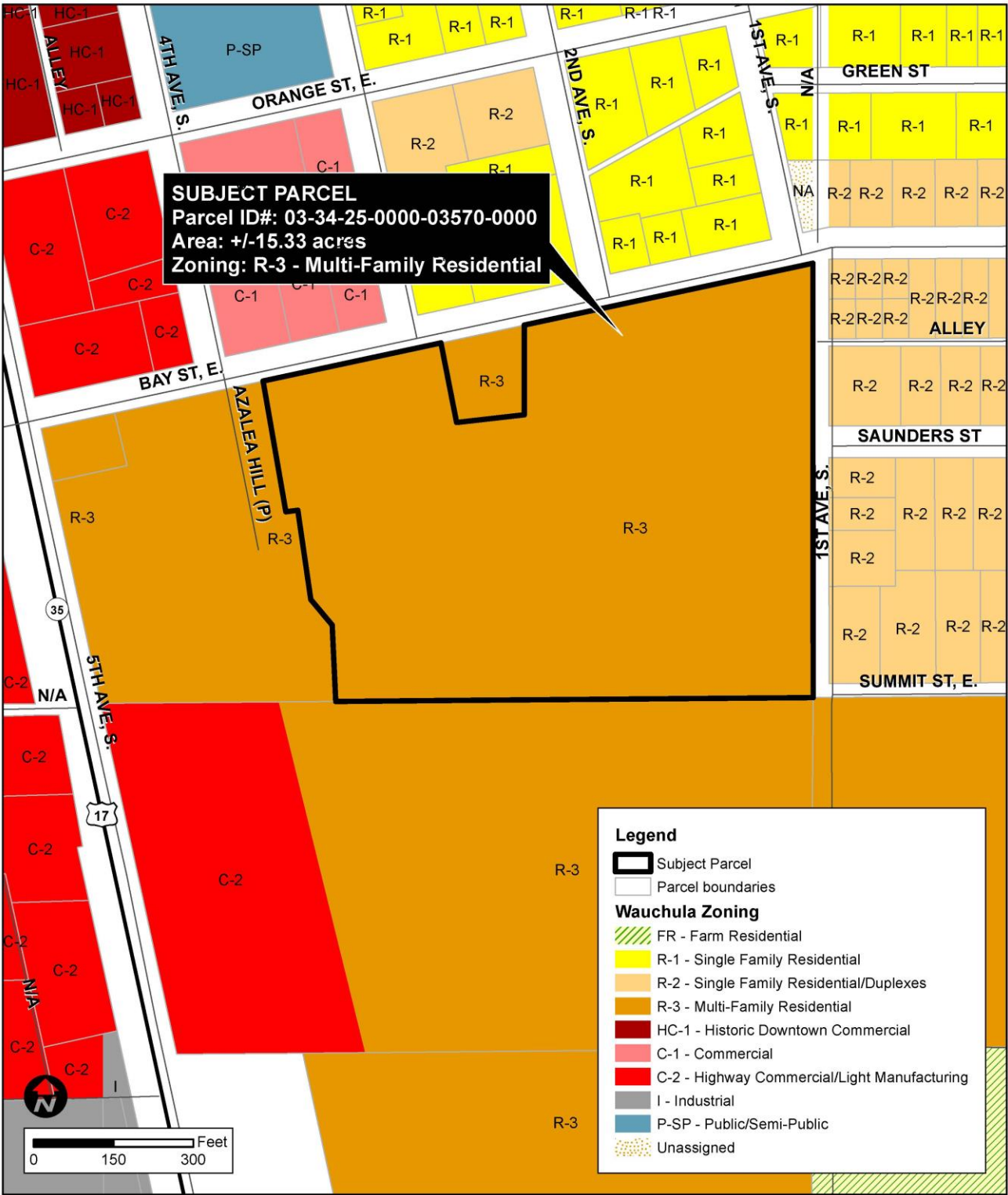
City of Wauchula
AERIAL PHOTO (WITH BUILDING DESIGN &
APPEARANCE STANDARDS OVERLAY) MAP



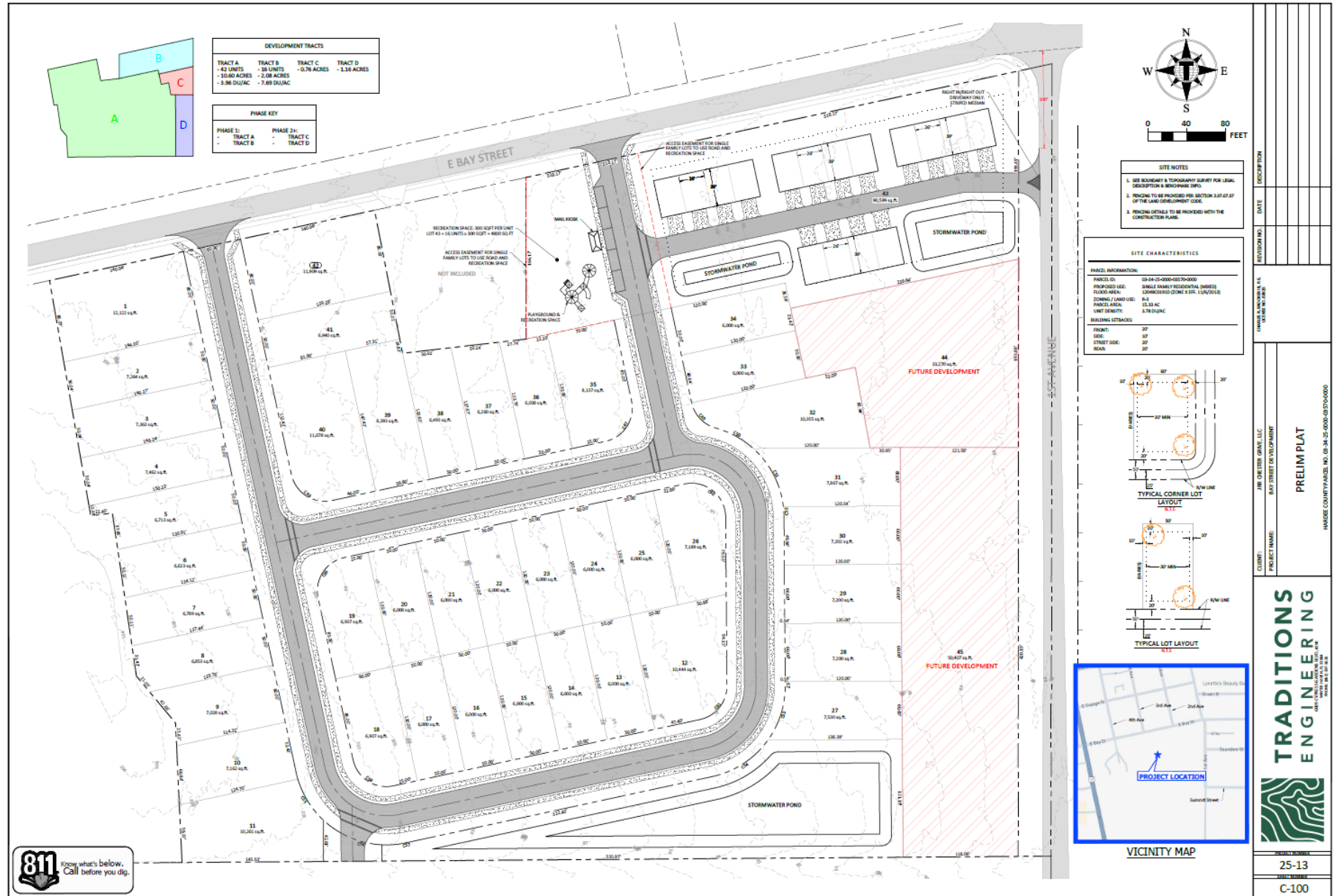
City of Wauchula FUTURE LAND USE MAP



City of Wauchula
ZONING MAP



PRELIMINARY PLAT



FILL OUT COMPLETELYDate Submitted 08/08/2025**CITY OF WAUCHULA**

☐ SPECIAL EXCEPTION ☐ VARIANCE ☐ ANNEXATION
☐ RE-ZONE ☐ FUTURE LAND USE AMENDMENT
☒ SUBDIVISION PLAT ☐ ALLEY CLOSURE

A SITE PLAN, TO SCALE, IS NEEDED FOR ALL REQUESTS.
A METES AND BOUNDS SURVEY IS NEEDED FOR AN ANNEXATION.
IF YOU LIVE IN A DEED RESTRICTED COMMUNITY, YOU MUST
PROVIDE A COPY OF THE DEED RESTRICTIONS.

Applicant: Traditions Engineering, LLC
 Address of request: 0 Bay Street, Wauchula, FL 33873
 Mailing address: 900 Orchid Springs Drive, Suite 100, Winter Haven, FL 33884
 Daytime Telephone: 863-397-1626

Owner's Name & Address (as shown on property records):
☐ Check, if same as above.

If different: Name: Bay Street Wauchula Holdings LLC
 Mailing Address: 12629 New Brittany Blvd, Bldg 16, Fort Myers, FL 33907
 Daytime Telephone: 864-903-3471

NOTE : **IF THE APPLICANT IS NOT THE OWNER OF THE ABOVE PROPERTY,**
WRITTEN CONSENT BY THE OWNER MUST BE SUPPLIED BY THE
APPLICANT AT THE TIME OF SUBMITTAL TO THE CITY'S PLANNING
AND ZONING DEPARTMENT. ALL REQUESTS MAY ONLY BE
INITIATED BY THE CURRENT PROPERTY OWNER.

Legal description: See attached property card
 Current Zoning R-3 Future Land Use Medium Density Residential
 Size of Parcel: 15.34 acres
 Current Improvements: (Buildings, etc. on property) N/A. Existing Orange Grove
 Reason for request: Prelim Plat for subdivision of property.

If Annexation and/or Re-Zone:Current County Zoning Classification N/ACity Zoning Classification and Future Land Use classification sought: N/A

What property usage is to the North: Single Family Homes, South: Orange Grove,
East: Single Family Homes and West: Commercial of your property (example: residence)?

Number of residences on parcel(s) (Existing and/or proposed): 0Population of parcel(s): 0*****FOR SPECIAL EXCEPTION REQUESTS ONLY*****Square footage to be used for the activity: N/AProposed Hours: N/AAssociated Noise: N/AMaterials stored on premises: N/ATraffic caused by activity: N/ANumber of off-street parking spaces: N/A

Have you filed any previous applications? No.If yes, please describe request and give date of application: N/A

I have read and understand the requirements of the application and agree to pay all costs of the process.
The typical total cost is between \$150.00 and \$300.00.

Signature(s): Charles R Brooker Digitally signed by Charles R Brooker
Date: 2025.08.08 13:55:22 -04'00' Date: 08/08/2025

Print Name(s): Charles Brooker, PE

Signature of applicant(s): _____ Date: _____

Print Name(s): _____

FOR OFFICE USE ONLY

___ Application	_____	
___ Ad	_____	
___ Copies	_____	(.15 ea single sided)
		(.20 ea double sided)
___ Postage	_____	
		Total Due _____

**INTERLOCAL AGREEMENT
PROVIDING FOR DIVISION AND DISTRIBUTION OF A LOCAL OPTION GAS TAX
(FIFTH CENT) ON MOTOR FUEL IN HARDEE COUNTY**

This Interlocal Agreement ("Agreement") is entered into by and among: Hardee County, a political subdivision of the State of Florida ("County"), Bowling Green, Wauchula, and Zolfo Springs, all municipal corporations organized and existing under the laws of the State of Florida (collectively referred to as the "Municipalities") the County and Municipalities are collectively referred to as the "Parties").

RECITALS

A. Section 336.025(1)(b), Florida Statutes, as amended, authorizes the County to establish an additional local option gas tax, not to exceed five cents (\$0.05) on every gallon of motor fuel sold in the County and taxed under the provisions of Part I Chapter 206, Florida Statutes, to be used solely for transportation related expenditures, with distribution of the proceeds determined pursuant to an interlocal agreement between the County and the eligible Municipalities representing a majority of the population of the incorporated area within the County.

B. The Parties desire that the current additional five-cent (\$0.05) local option gas tax expiring December 31, 2025, established by the Board of County Commissioners in Ordinance No. 2015-07 ("Prior Ordinance"), be reestablished, reimposed, and relieved through December 31, 2035, with the proceeds distributed among the Parties consistent with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 336.025, Florida Statutes, the Parties hereby agree as follows:

AGREEMENT

1. **Recitals:** The foregoing recitals are true and correct and by this reference are incorporated herein.
2. **Purpose of Agreement:** The purpose of this Agreement is to establish the additional five-cent (\$0.05) local option gas tax to be used for transportation expenditures and to allocate the proceeds of this local option gas tax among the Parties as set forth herein.
3. **Distribution of Proceeds:** The Parties agree to divide the proceeds of the additional five-cent (\$0.05) local option gas tax in accordance with the State of Florida distribution rates based on the actual amount of funds expended on transportation:

The 2024 State distribution percentages showed an Eighty-Nine and one-half percent (89.5%) to the County, and Ten and one-half percent (10.5%) to the Municipalities; one and eleven hundredths percent (1.11%) to Bowling Green, eight and thirty-three hundredths percent (8.33%) to Wauchula and one and six hundredths percent (1.06%) to Zolfo Springs.

4. **Term of Agreement:** Pursuant to Section 336.025(1)(b)1, Florida Statutes, the additional five-cent (\$0.05) local option gas tax and this Agreement shall become effective, and continue uninterrupted, from and including January 1, 2026, through and including December 31, 2035, a term of ten (10) years. Upon mutual written agreement the Parties shall have the option to renew this Agreement for additional ten (10) year terms subject to approval of the renewal of the imposition of the local option gas tax.

5. **Notices:** All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. Mail, return receipt requested, addressed to the following:

If to the County

Terry Atchley, County Manager
412 West Orange Street, Room 203A
Wauchula, Florida 33873

If to Bowling Green

Pamela Durrance, City Manager
104 Main Street
Bowling Green, FL 33834

With required copy to:

Sarah Johnston, City Attorney
Bryant Miller Olive P.A.
400 North Tampa St., Suite 1600
Tampa, FL 33602

If to Wauchula

Olivia Minshew, City Manager
126 South 7th Avenue
Wauchula, FL 33873

If to Zolfo Springs

Linda Roberson, Town Manager
104 5th Street West
Zolfo Springs, FL 33890

6. **Termination Resulting from Judicial Determination:** If, as a result of a judicial ruling, any Party properly terminates this Agreement, the distribution of the proceeds of the local option gas tax for the following year shall be in accordance with Section 336.025(4)(a), Florida Statutes, as amended.
7. **Entire Agreement:** This Agreement represents the final and complete understanding of the Parties and incorporates, includes, and supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. There are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.
8. **Applicable Law:** This Agreement shall be governed by the laws of the State of Florida. The venue for any litigation resulting from this Agreement shall be in Hardee County, Florida. Should litigation be necessary to enforce any term or provision of this Agreement, then all litigation expenses, witness fees, court costs and attorney's fees shall be paid to the prevailing party.
9. **Mutual Indemnification:** To the fullest extent permitted by law, each party agrees to assume liability for and indemnify, hold harmless and defend the other party, its mayor, commissioners, officers, board members, executives, employees, and agents from and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for breach of contract, personal injury, property damage, equitable relief, or loss of use arising out of its respective obligations under this Agreement, excluding only claims arising out of the negligence, recklessness, willful disregard for human life or property or wanton misconduct of the party to be indemnified hereunder. Pursuant to section 768.28(19), Florida Statutes, nothing contained herein shall be construed to require any party to indemnify or ensure the other party for the other party's negligence or to assume any liability for the other party's negligence. Any indemnification hereunder shall include all attorneys' fees and costs incurred in the enforcement of this indemnification provision. Nothing contained in this Agreement and specifically this indemnification provision is intended to nor shall it in any way be construed as an additional waiver of sovereign immunity beyond the expressed written contractual obligations of the respective

Parties contained within this contract. Excluded from any indemnification obligation are any claims for which either party is immune from suit under the doctrine of sovereign immunity or for any amount of a claim exceeding the limitations of liability established by section 768.28, Florida Statutes. The obligations contained in this paragraph shall survive the termination of this Agreement, however terminated and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

10. **Mutual Drafting:** This Agreement is the product of mutual drafting, each party having been represented by or having the opportunity to be represented by counsel, and therefore shall not be construed against either party.
11. **Counterparts:** This Agreement may be executed in any number of counterparts, whether signed physically or electronically, each of which, when executed and delivered, shall constitute an original, but such counterparts shall together constitute one and the same instrument.
12. **Authority:** The Parties represent and warrant that each is authorized to enter into this Agreement without the consent and joinder of any other party and that the individuals executing this Agreement have full power and authority to bind their respective party to the terms hereof.
13. **Modification:** No change or modification of this Agreement shall be valid unless in writing and signed by all Parties hereto. No purported waiver of any of the provisions of the Agreement shall be valid unless in writing and signed by the Party allegedly waiving the applicable provision.
14. **Electronic Signatures:** This Agreement may be executed by electronic signature technology and such electronic signature shall act as the Parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Agreement has been caused to be signed by the respective governing bodies of the parties hereto.

HARDEE COUNTY

Russell A. Melendy
Chair

ATTEST:

Victoria L. Rodgers
Ex-Officio Clerk to the Board

APPROVED AS TO FORM:

Sarah Johnston, County Attorney

CITY OF BOWLING GREEN, through its City Council, signing by and through its Mayor, authorized to execute the same by Council action on the _____ day of _____, 20____.

ATTEST:

CITY OF BOWLING GREEN, a municipal corporation

By: _____
CITY CLERK

By: _____
CITY MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF WAUCHULA, through its City Commission, signing by and through its Mayor, authorized to execute the same by Commission action on the _____ day of _____, 20____.

ATTEST:

**CITY OF WAUCHULA, a municipal
corporation**

By: _____
CITY CLERK

By: _____
CITY MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY

TOWN OF ZOLFO SPRINGS, through its Town Commission, signing by and through its Mayor, authorized to execute the same by Commission action on the _____ day of _____, 20____.

ATTEST:

TOWN OF ZOLFO SPRINGS, a municipal corporation

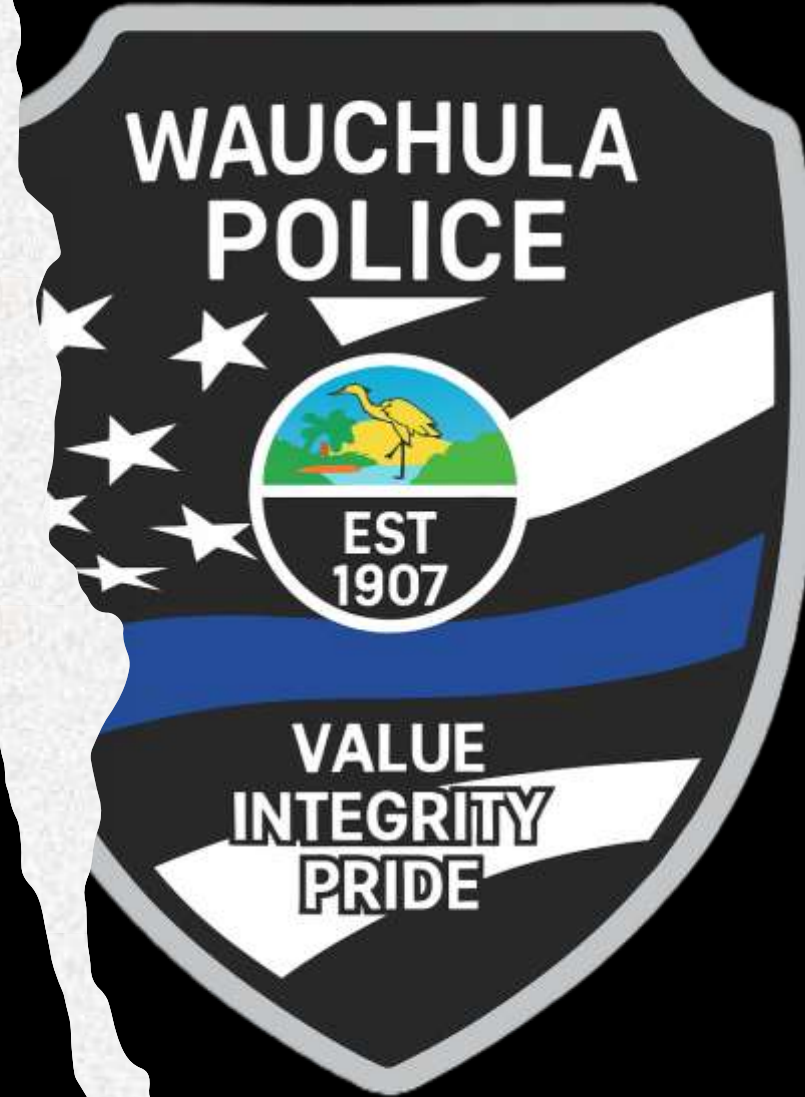
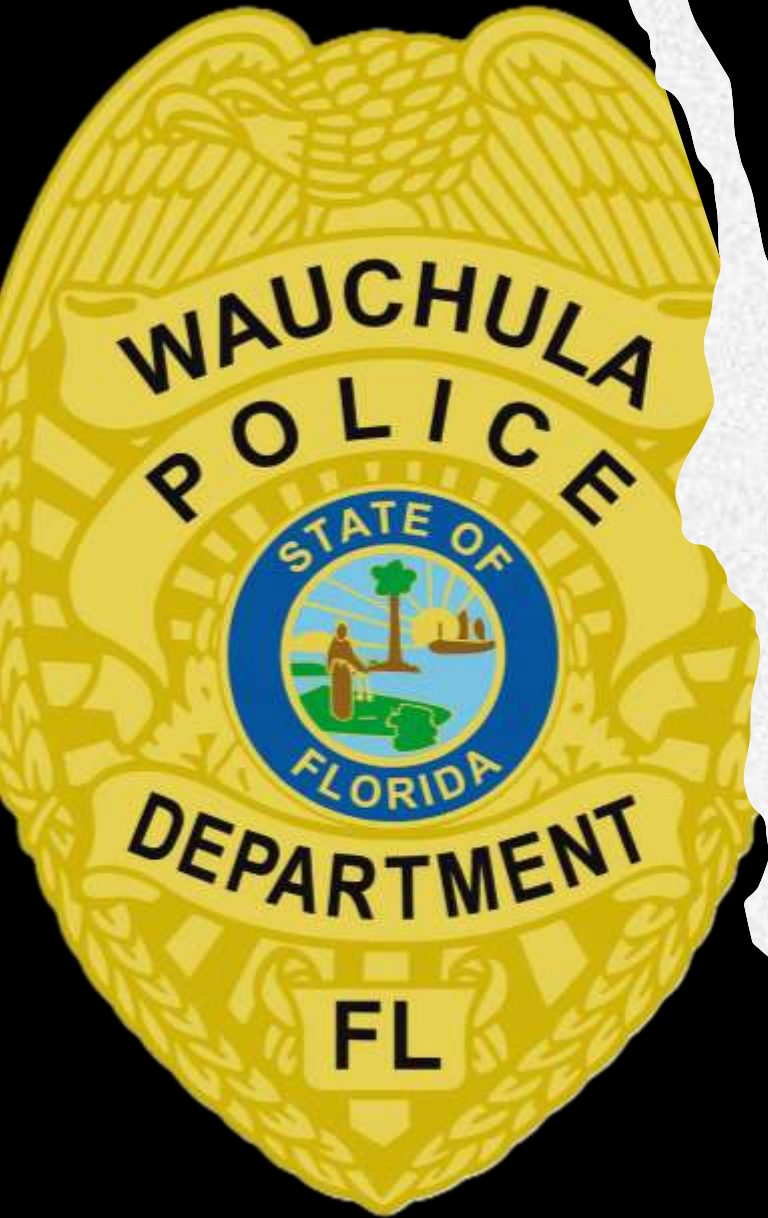
By: _____
CITY CLERK

By: _____
TOWN MAYOR

APPROVED AS TO FORM:

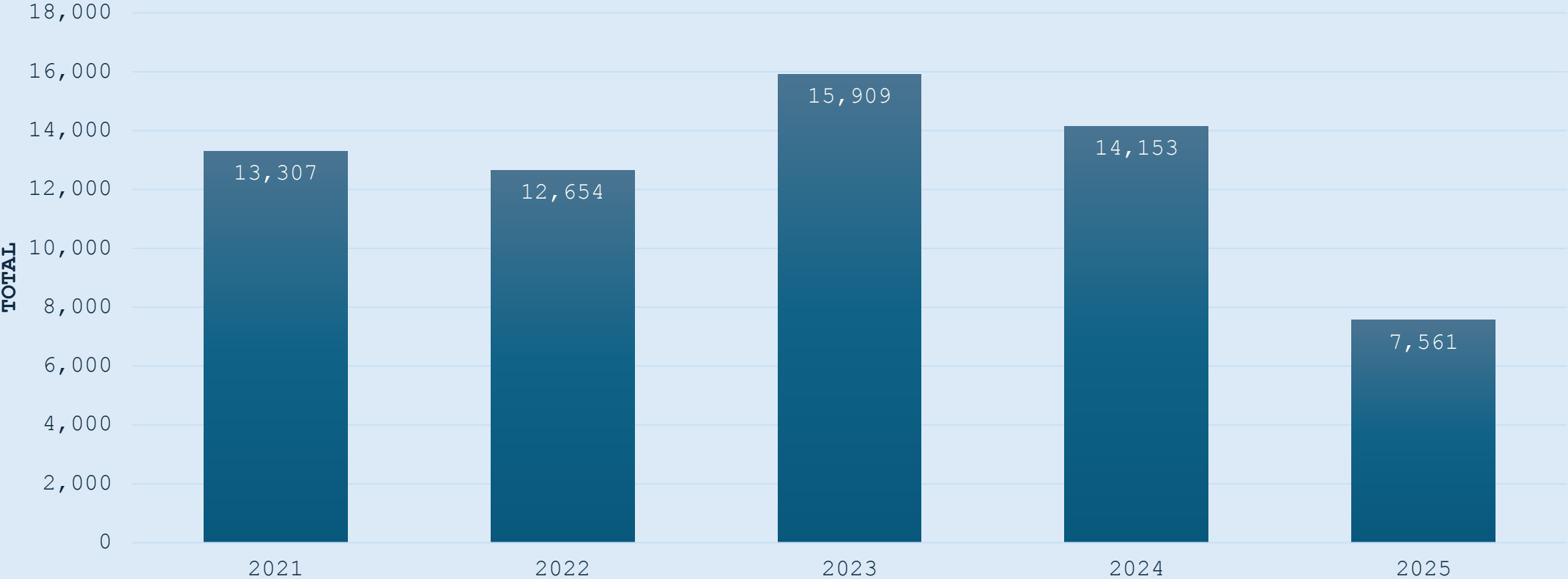
TOWN ATTORNEY

Wauchula Police Department Activity & Crime Information

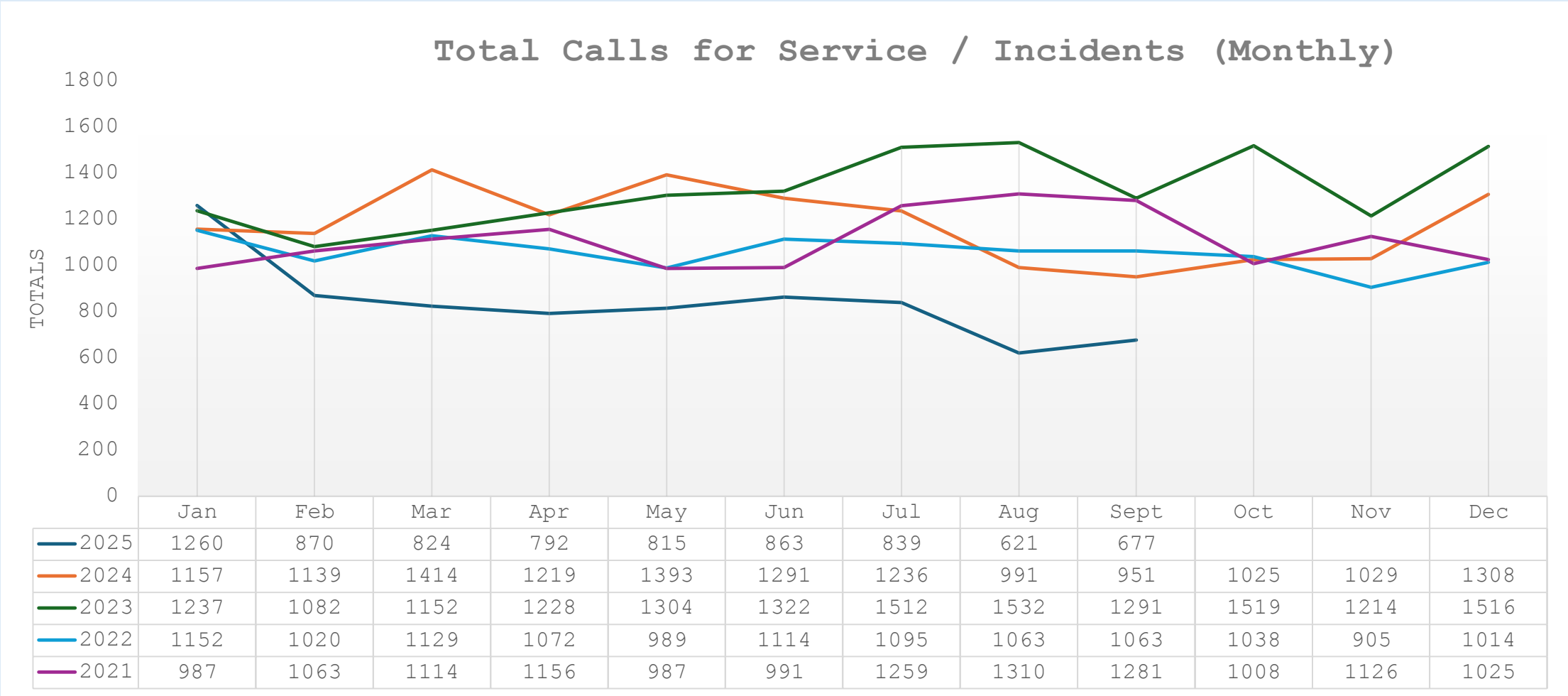


YTD Total Activity – Proactive and Reactive

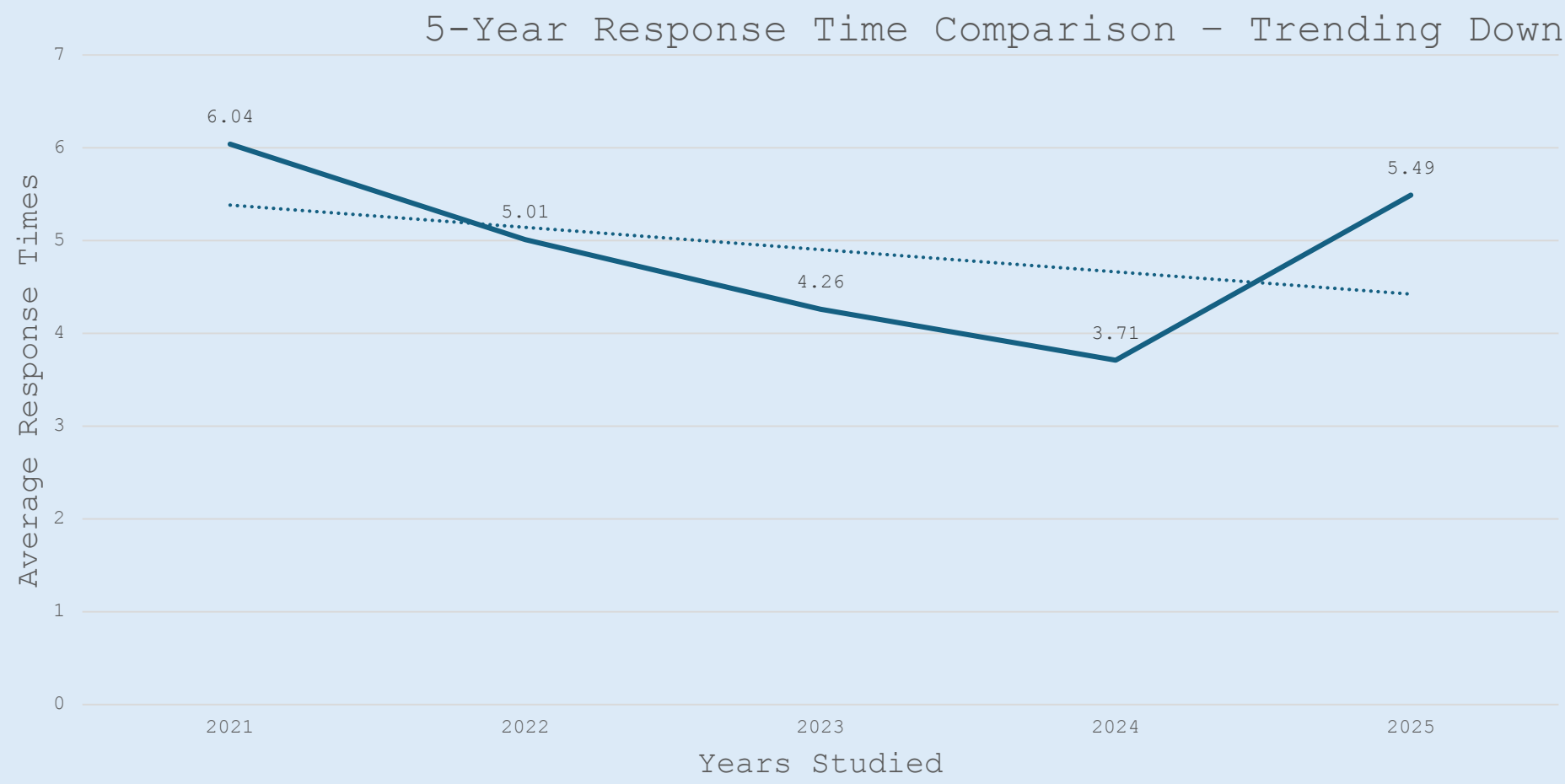
Total Calls for Service / Incidents (Yearly)



Monthly Total Activity - Proactive and Reactive

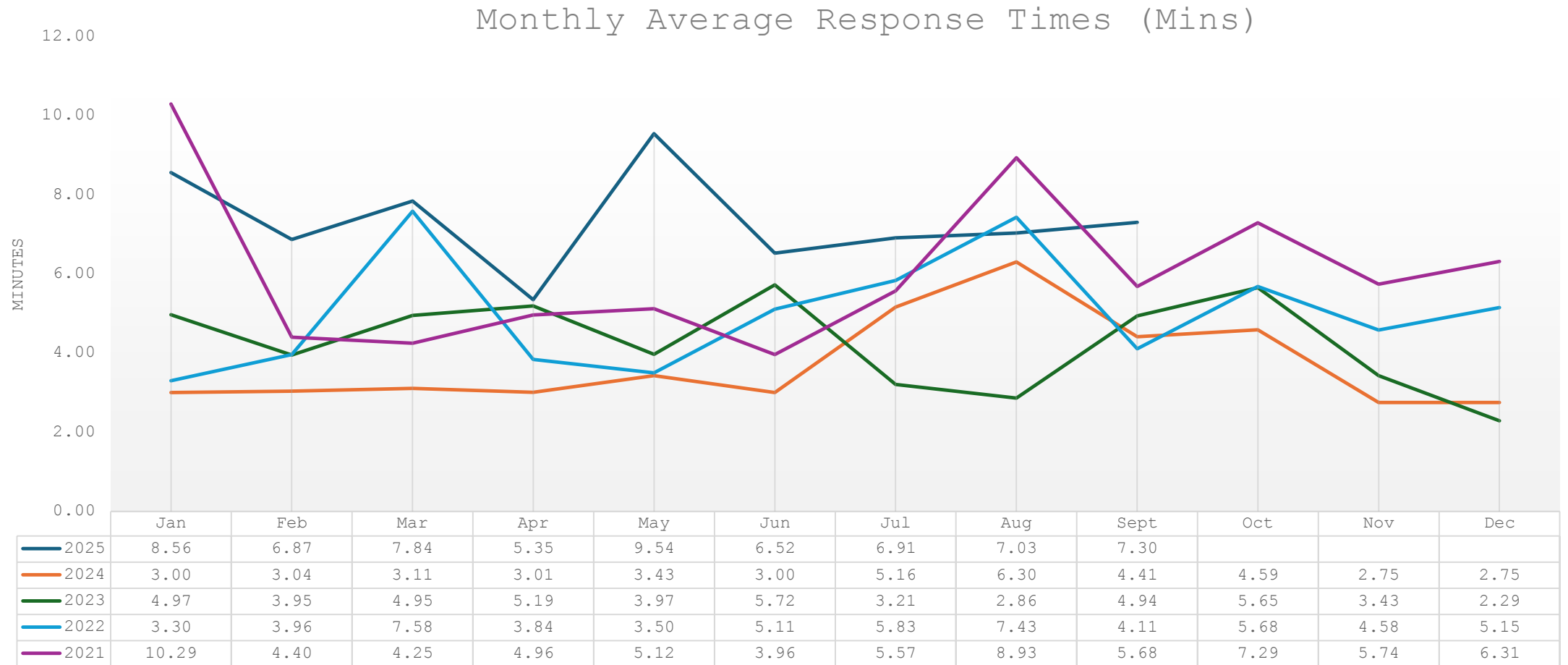


Yearly Average Response Times (Mins)



Monthly Average Response Times (Mins)

Item # 5.

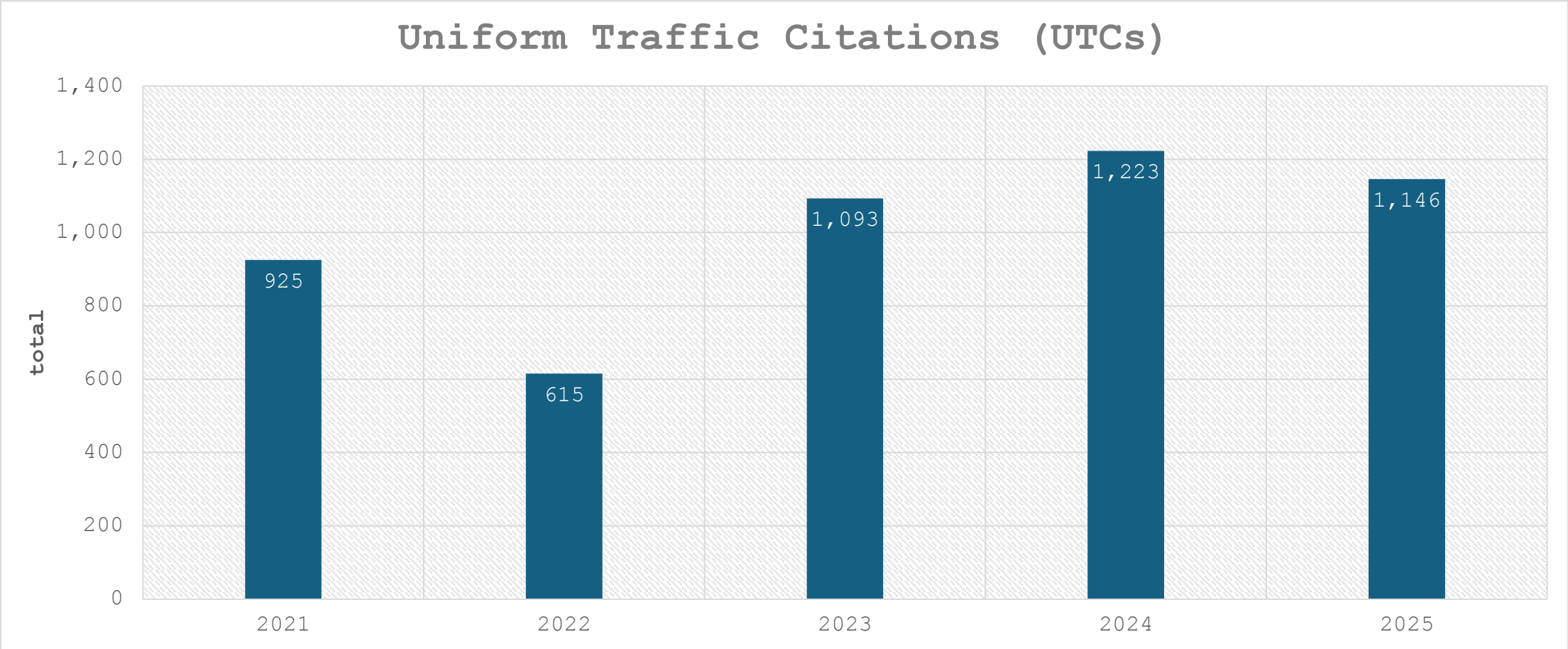


School Speed Zone Enforcement Cameras

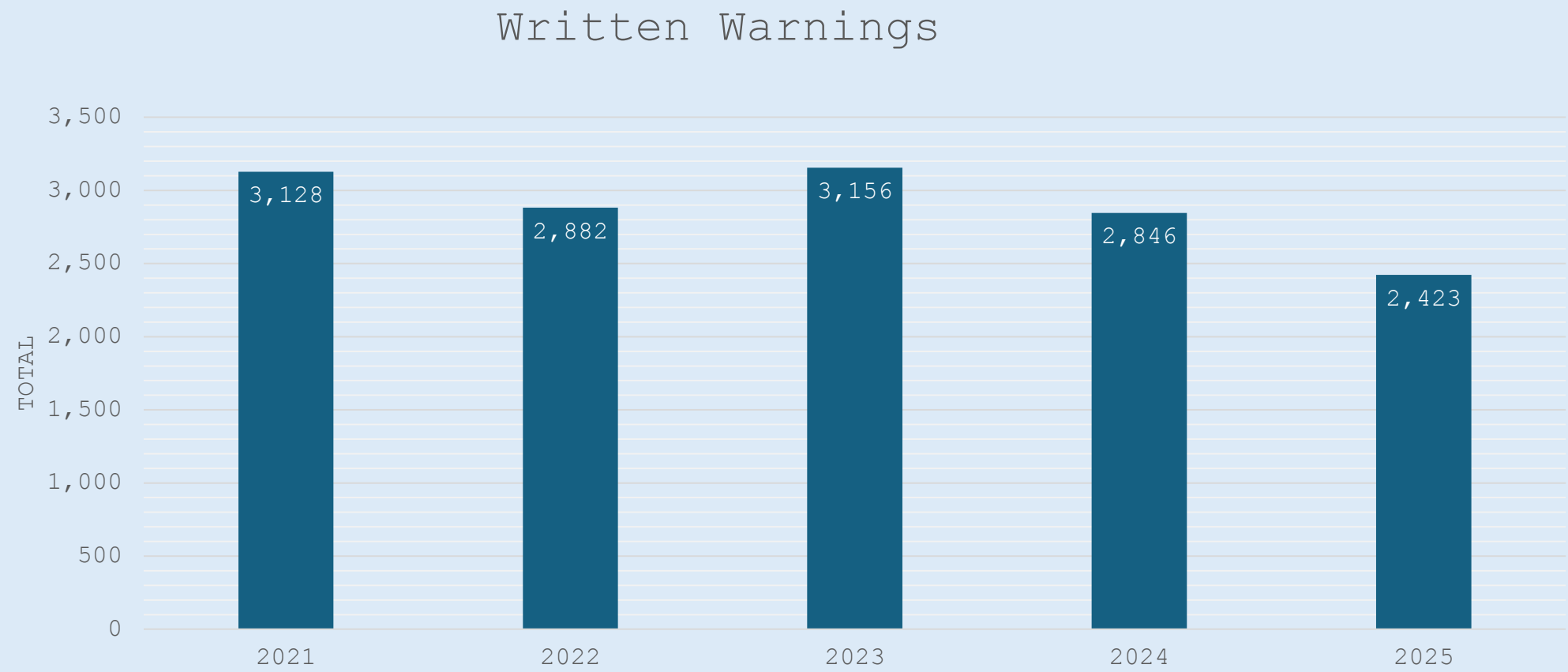
Item # 5.

- Speed zone cameras went live on August 12, 2025, the first 30-days was a *"warning period."*
- September 11, 2025, the *"warning period"* ended and the system began identifying ordinance violations. Each citation is approved by a police officer before it is mailed to the violator.
- As of September 29, 2025:
 - **39 warning citations were issued during the warning period.**
 - Highest Speed - 37 MPH (*Cameras are set for 10 over the posted 15 mph speed limit*)
 - Lowest Speed - 26 MPH
 - **13 ordinance violation citations have been issued.**
 - Highest Speed - 34 MPH
 - Lowest Speed - 26 MPH
- **2 of the issued citations have been paid**
 - 11 citations remain active waiting for owner to pay.

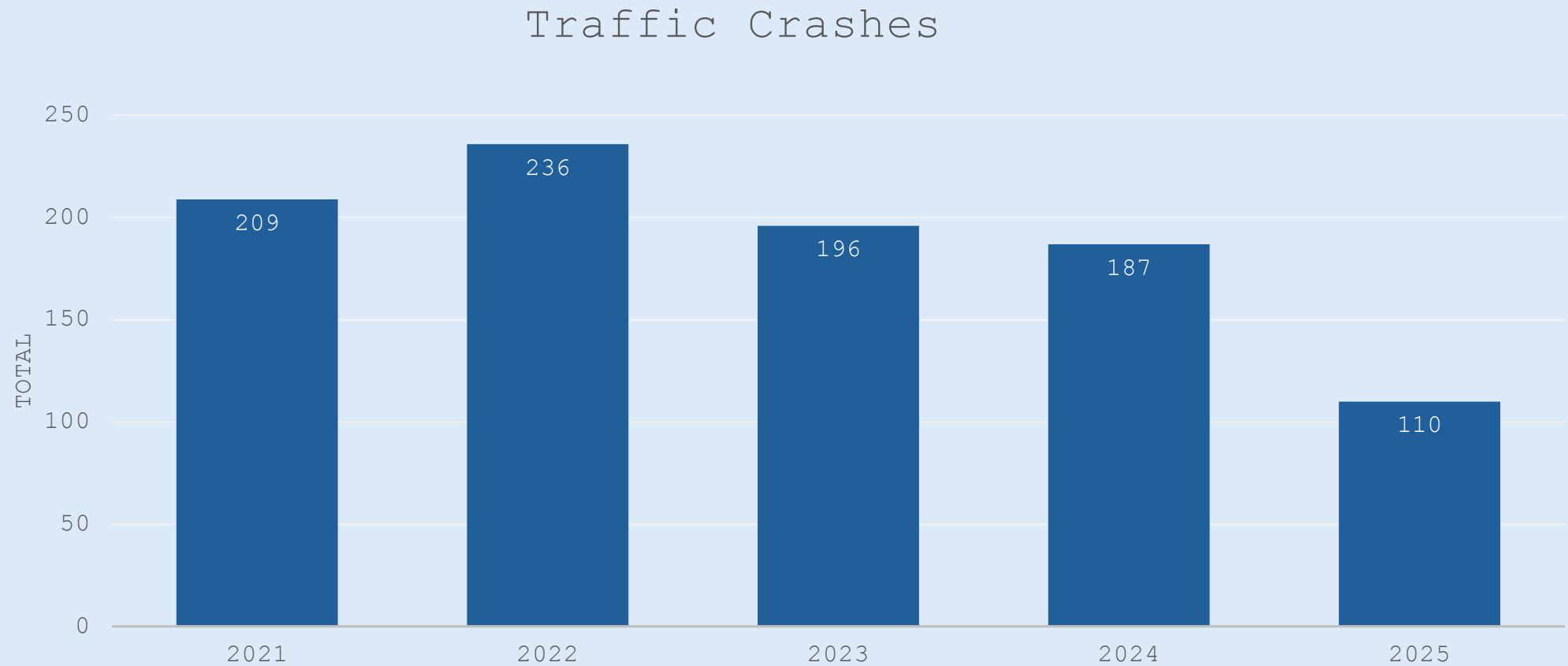
YTD Uniform Traffic Citations Written



YTD Written Warnings



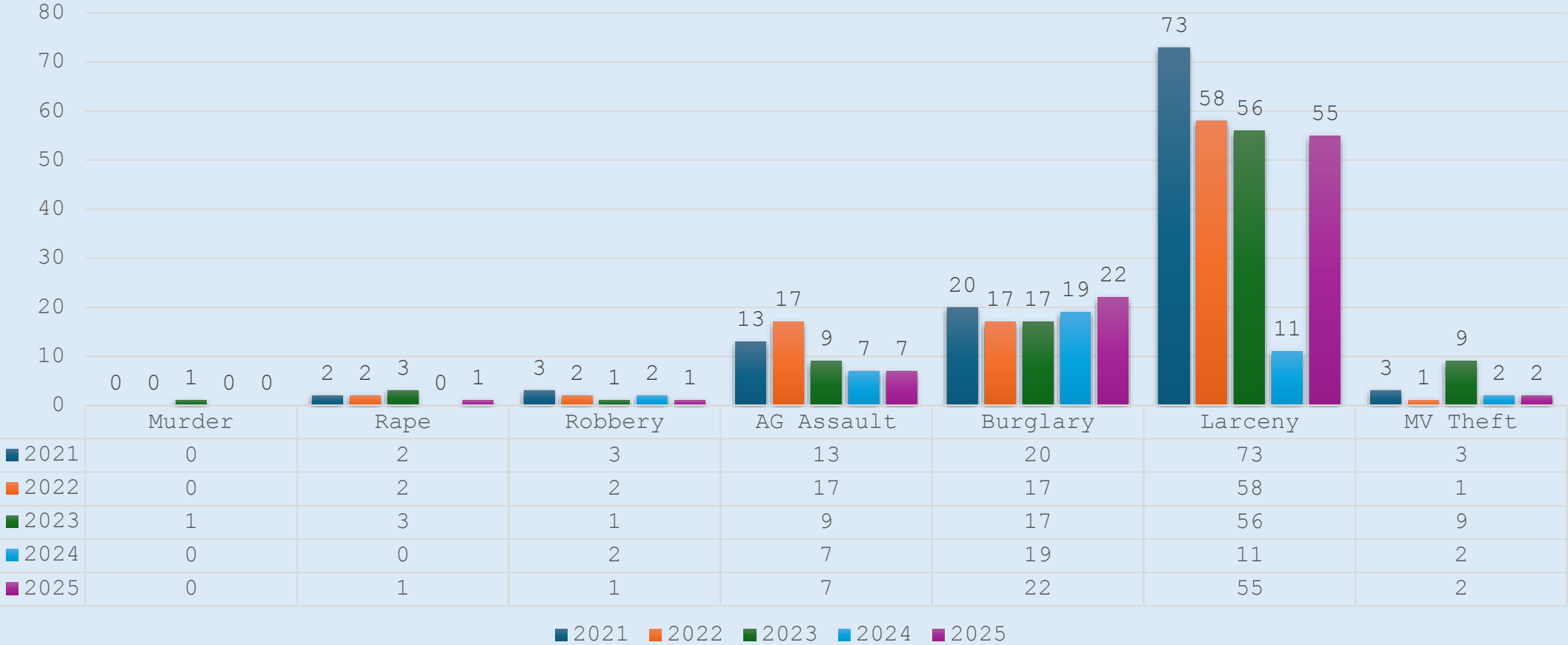
YTD Traffic Crashes Worked



Uniform Crime Reporting Part-1 Crimes

Part I crimes are the “serious, major crimes” (index crimes) used to calculate crime rates.

UCR Part 1 Crimes 5-Year Comparison







City of Wauchula

Artificial Intelligence Policy

Introduction

I. Purpose

The purpose of this artificial intelligence (AI) policy is to ensure responsible, legal, and ethical use of artificial intelligence technology across the City of Wauchula government. The guidance below defines acceptable and prohibited uses and outlines employee obligations related to the use, integration, or development of artificial intelligence models and applications. This policy will be periodically reviewed and updated as necessary to address emerging challenges, technological advancements, and changes in the legal or regulatory frameworks related to AI.

II. Policy Statement

The City of Wauchula recognizes the transformative potential of artificial intelligence (AI) and its applications across various domains. This policy document outlines the principles and guidelines for the responsible and ethical use of AI within City of Wauchula government. It is designed to ensure that AI technologies are used in a manner that promotes transparency, fairness, accountability, and the protection of individual rights. This policy outlines the following principles that shall be maintained as the City of Wauchula introduces AI capabilities to its workforce:

a. Transparency: The use of AI technologies within the City government will be transparent and explainable to the best of the City's abilities. The City will make efforts to disclose the use of AI systems when and where appropriate, such as where individuals are interacting with AI or with AI-generated content on the City's website.

b. Fairness: The use of AI technologies within the City government will be guided by principles of fairness. Reasonable measures will be taken to prevent bias and discrimination in AI systems and to ensure that any future insights developed through the use of AI are free from unfair or unjust biases.

c. Accountability: The City will establish standards for accountability and oversight for the use of AI technologies. The City government will be responsible for the actions and impacts of the AI technology used, will implement strategies to identify, mitigate, and rectify any potential harms or unintended consequences resulting from such use, and will be held accountable for the development, deployment, and outcomes of AI systems.

d. Privacy and Data Protection: The City will prioritize the protection of individual privacy and personal data in the use of AI technologies. All applicable data protection laws and regulations will be adhered to, and appropriate safeguards will be implemented to protect sensitive information.

e. Continuous Monitoring and Ethical Considerations: The City will continuously strive to improve the ethical aspects of its use of AI technology by keeping abreast of emerging ethical guidelines and best practices, and will consider the ethical implications of AI technologies to ensure that they align with the values and goals of the community. The City will actively engage in ethical discussions when applicable.

This policy statement reflects the City's commitment to responsible and ethical AI use, recognizing that ethical considerations are paramount.

III. Scope

This policy applies to all City of Wauchula employees, interns, volunteers, and board members.

IV. Definitions

3.1 Generative AI (GenAI): Artificial Intelligence technology that derives new versions of content (including text, audio, or visual imagery) from large bodies of data in response to user prompts. GenAI can be used in stand-alone applications, such as OpenAI ChatGPT or Google Bard, or incorporated into other applications, such as Microsoft CoPilot or Microsoft Office Suite.

3.2 Large Language Model (LLM): Subset of GenAI that uses deep learning to understand and generate human-like text. LLMs use large neural networks that have been trained on extensive language datasets and can perform tasks like generating coherent text, translation, and summarization. LLMs can autonomously create text, resembling human writing, with significant implications for applications like natural language understanding and content generation. Due to their societal impact, LLMs require careful policies and regulations to ensure responsible deployment.

3.2 Hallucinations: Term adopted by the AI community to describe how models will, from time to time, provide fictitious answers. Hallucinations are content, answers, or information that appear to be accurate but are actually inaccurate or completely fabricated. The issue is not simply that the answers are wrong, it is that they are confident and convincing. Society has developed an endemic automation bias, humans favor suggestions from automated decision-making systems, often ignoring their own better judgment. Using output from AI tools without reviewing it for accuracy places the City at risk and may harm the reputation of the City with citizens, employees, and external entities.

3.3 Cybersecurity: The use of AI tools may introduce new opportunities for cyber-attacks. Hackers can manipulate language models and other AI tools to give away information they should not, including personal or sensitive information. Implementing AI tools without the proper cybersecurity safeguards and best practices places City systems and data at a higher risk of attack.

3.4 Confidentiality and privacy: Confidential and sensitive information, including customer, employee, or others' personal data entered into publicly available AI applications may leave residue inside the model that can become part of an output elsewhere afterwards or used to (re)train new models. Thus, any customer or employee personal information, proprietary information or intellectual property, Personally Identifiable Information (PII) (such as names, social security numbers, birthdates, home addresses, phone numbers, account numbers, or biometric data), or otherwise confidential information submitted to AI tools could appear in other users' output.

3.5 Model bias: AI tools incorporate any biases of the data sets that were used to train them. Model

output that is influenced by this modeling bias may make systematic errors or favor certain groups, leading to unfair or discriminatory outcomes that do not align with our organizations' core values.

3.6 Intellectual property: AI models are often trained on large, publicly available datasets. The outputs may therefore contain copyrighted information, or others' intellectual property. While ownership in many of these cases is unclear, the use of any materials that are not verified to be free of copyright protection may open the door to legal challenges for the City down the line.

3.8 Third-party risk: Data sent by City of Wauchula government agencies to third parties could be used in the third party's use of AI tools. For example, sensitive customer information is a potential risk if the organization uses an external software vendor that employs AI tools.

V. Acceptable and Prohibited Use Cases

The use of AI while performing work for the City of Wauchula shall be subject to approval of the City Manager and/or designee and any approved use of AI shall be in compliance with this policy and applicable law.

Any violation of this policy may result in disciplinary action.

VI. Policy

For any use of AI applications, employees must adhere to the following:

5.1 To avoid potential data leaks or security incidents:

- Do not install non-approved Application Programming Interfaces (APIs), plug-ins, connectors, or software related to AI systems.
- Do not implement or use in any way code generated by AI on City systems without human review and oversight.

5.2 To maintain the confidentiality of the City's sensitive information, including but not limited to employee and citizen personal information, City intellectual property, and copyrighted material, employees must only share information with approved personnel and only input sensitive information into AI systems approved to be used with protected and/or sensitive data. To maintain confidentiality:

- Do not input personal identifying information (PII) of employees, citizens, or other third parties.
- Do not input any confidential information, trade secrets, or copyrighted information in either a prompt or in information uploaded to an AI platform
- Do not input any City or personal data into any generative AI system without prior approval.
- Do not store sensitive data in any repository that may be used to train an AI system without approval for the express purpose of training the system.

- Do collect and input only the minimum amount of data necessary for the AI application to function effectively.
- Do anonymize data whenever possible and remove any metadata before inputting it into AI systems.

5.4 The use of AI within the Wauchula Police Department shall be limited to such that it may be only used to assist officers in tasks that are appropriate for Department purposes such as information retrieval, data examination, language translation or the preparation of other projects or tasks as assigned.

5.5 No Wauchula Police Department staff shall use AI technology in any way to prepare any part of a report, statement, supplement or exhibit that is later to be relied on in court or to act as an official record of the Department. This rule is to protect officers from a later claim that their “report” is not their own entire creation documenting in their own words what they personally observed. AI technology shall not be used in places where it replaces human judgement or in places where a human is expected to draft from personal observations or memory a record, or document, of what occurred such as in a log note, official police report, or use of force report.

5.6 Wauchula Police Department staff who are allowed to use AI, with permission for a Department function, shall ensure that such use is for a proper purpose outlined in this policy. In circumstances where it is unclear if such purpose is aligned with the City’s policy, staff will only use AI with the express permission of the Chief of Police and City Manager or their designee. When using AI, Department staff shall not enter any personal information about themselves, any City employee, or any person they are investigating or working with (i.e., witness, informant, probation client, inmate, etc.).

5.7 Fact check and review all content generated by AI. Do not rely on AI to provide accurate answers.

5.8 Disclose that you have used AI to generate content, when and where appropriate, such as where individuals are interacting with AI or with AI-generated content on the City’s website.

5.9 To protect our employees and citizens from harm, and to protect the City from reputational damage, employees must use AI pursuant to the City’s code of conduct and non-discrimination policies. AI-created content that is inappropriate, discriminatory, or otherwise harmful to our employees or citizens must not be used for work purposes. Such use could result in disciplinary action.

5.10 All employees are expected to report instances of non-compliance with this policy to their supervisor. Employees are encouraged to speak up if they witness misconduct.

VII. Failure to Comply

Users who fail to comply with any provision of this Policy may be subject to disciplinary action, up to and including potential dismissal. Any AI-related activities which appear to violate applicable laws will be reported to external law enforcement.

If monitoring systems and processes detect a possible policy violation or if a user reports a

possible policy violation that places the cybersecurity of the City at risk, the suspect event should be processed using appropriate security incident response processes.